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Attorneys for Plaintiff Ricoh Company, Ltd.

UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA
 SAN FRANCISCO DIVISION

RICOH COMPANY, LTD.,)	Case No. C03-04669 MJJ (EMC)
)	
Plaintiff,)	AMENDED COMPLAINT
)	
vs.)	
)	
AEROFLEX INC.,)	
AMI SEMICONDUCTOR, INC.,)	
MATROX ELECTRONIC SYSTEMS, LTD.,)	
MATROX GRAPHICS, INC.,)	
MATROX INTERNATIONAL, INC.,)	
MATROX TECH, INC., and)	
AEROFLEX COLORADO SPRINGS, INC.)	
)	
Defendants.)	

1 Plaintiff Ricoh Company, Ltd. ("Rico") for its Complaint against Defendants Aeroflex
2 Incorporated ("Aeroflex"), AMI Semiconductor, Inc. ("AMI"), Matrox Electronic Systems Ltd.
3 ("Matrox"), Matrox Graphics Inc. ("Matrox Graphics"), Matrox International Corp. ("Matrox
4 Int'l"), Matrox Tech, Inc. ("Matrox Tech"), and Aeroflex Colorado Springs, Inc. ("UTMC"),
5 alleges as follows:
6

7 PARTIES

8
9 1. Plaintiff Ricoh is a corporation organized under the laws of Japan and maintains its
10 principal place of business at 3-6 1-chome, Nakamagome, Tokyo, Japan.

11
12 2. Upon information and belief, Defendant Aeroflex is a corporation organized under the
13 laws of the State of Delaware, and maintains its principal place of business at 35 S. Service
14 Road, Plainview, NY, 11803. Aeroflex is doing business in this jurisdiction and/or has
15 committed the acts complained of in this jurisdiction, and has consented to the jurisdiction of
16 this Court for this action.

17
18 3. Upon information and belief, Defendant AMI is a corporation organized under the
19 laws of the State of Delaware, and maintains its principal place of business at 2300 Buckskin
20 Road, Pocatello, ID 83201. AMI is doing business in this jurisdiction and/or has committed
21 the acts complained of in this jurisdiction, and has consented to the jurisdiction of this Court
22 for this action.
23

24
25 4. Upon information and belief, Defendant Matrox is a corporation organized under the
26 laws of Quebec, Canada, maintains its principal place of business at 1055 Boul St-Regis,
27 Dorval, Quebec H9P 2T4 Canada. Matrox is doing business in this jurisdiction and/or has
28

1 committed the acts complained of in this jurisdiction, and has consented to the jurisdiction of
2 this Court for this action.

3 5. Upon information and belief, Defendant Matrox Graphics is a corporation organized
4 under the laws of Quebec, Canada, maintains its principal place of business at 1055 Boul St-
5 Regis, Dorval, Quebec H9P 2T4 Canada. Matrox Graphics is doing business in this
6 jurisdiction and/or has committed the acts complained of in this jurisdiction, and has
7 consented to the jurisdiction of this Court for this action.
8
9

10 6. Upon information and belief, Defendant Matrox Int'l is a corporation organized under
11 the laws of New York, maintains its principal place of business at 625 State Rt 3, Unit B,
12 Plattsburgh, NY 12901. Matrox Int'l is doing business in this jurisdiction and/or has
13 committed the acts complained of in this jurisdiction, and has consented to the jurisdiction of
14 this Court for this action.
15
16

17 7. Upon information and belief, Defendant Matrox Tech is a corporation organized
18 under the laws of the State of Delaware, maintains its principal place of business at 1075
19 Broken Sound Parkway, NW, Boca Raton, FL 33487-3524. Matrox Tech is doing business in
20 this jurisdiction and/or has committed the acts complained of in this jurisdiction, and has
21 consented to the jurisdiction of this Court for this action.
22
23

24 8. Upon information and belief, Defendant UTMC is a wholly-owned subsidiary of
25 Defendant Aeroflex, is also known as Aeroflex Microelectronic Solutions, Inc., Aeroflex
26 UTMC Microelectronic Solutions, Inc., and formerly known as United Technologies
27 Microelectronics Center, is a corporation organized under the laws of the State of Delaware
28

1 and maintains a place of business at 4350 Centennial Blvd, CO, 80907. UPMC is doing
2 business in this jurisdiction and/or has committed the acts complained of in this jurisdiction,
3 and has consented to the jurisdiction of this Court for this action.
4

5 JURISDICTION

6 9. This action arises under the patent laws of the United States, Title 35, United States
7 Code, and more particularly under 35 U.S.C. §§ 271 et. seq.
8

9 10. This Court has subject matter jurisdiction over this patent infringement action under
10 the Judicial Code of the United States, 28 U.S.C. §§ 1338(a) and 1331.
11

12 11. This Court has personal jurisdiction over the Defendants because Defendants are
13 present and/or doing business in this jurisdiction either directly or through their agents, or
14 alternatively, have consented to the jurisdiction of this Court.
15

16 VENUE

17 12. Venue is proper in this district pursuant to 28 U.S.C. § 1391 in that Defendants
18 regularly transact business in this judicial district and/or a substantial part of the events or
19 omissions giving rise to the claim occurred in this judicial district and/or are found in this
20 judicial district and/or are aliens.
21

22 FACTUAL BACKGROUND

23 13. On May 1, 1990, the U.S. Patent and Trademark Office ("USPTO") duly and legally
24 issued United States Letters Patent No. 4,922,432 (the "'432 Patent") in the names of Hideaki
25 Kobayashi and Masahiro Shindo for their invention titled "Knowledge Based Method and
26
27
28

1 Apparatus for Designing Integrated Circuits using Functional Specifications.” A copy of the
2 ‘432 Patent is attached hereto as Exhibit 1.

3 14. By assignment, Ricoh is the owner of the entire right, title, and interest in the ‘432
4 Patent and has the sole right to sue and recover for infringement thereof.

6 15. The ‘432 Patent describes, inter alia, a method for designing an application specific
7 integrated circuit. By using the invention of the ‘432 Patent, one can define functional
8 architecture independent specifications for an integrated circuit and translate functional
9 architecture independent specifications into the detailed information needed for directly
10 producing the integrated circuit.
11

13 PATENT INFRINGEMENT

14 COUNT 1

15 16. Ricoh repeats and realleges the allegations set forth in paragraphs 1 through 15 hereof.

17 17. Upon information and belief, Aeroflex has been and is now infringing the ‘432 Patent
18 by utilizing in the United States the process of one or more of claims 13-17 of the ‘432 Patent
19 as part of the process of manufacturing application specific integrated circuits, and/or by
20 selling, offering to sell and/or importing into the United States, application specific integrated
21 circuits made with the use and/or by the process of one or more of claims 13-17 of the ‘432
22 Patent, either literally or under the doctrine of equivalents.
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24 18. Upon information and belief, Aeroflex will continue to infringe the ‘432 Patent unless
25 enjoined by this Court.
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1 19. As a consequence of Aeroflex's infringement, Ricoh has been irreparably damaged to
2 an extent not yet determined, and Ricoh will continue to be irreparably damaged by such acts
3 in the future unless Aeroflex is enjoined by this Court from committing further acts of
4 infringement.
5

6 20. Upon information and belief, Aeroflex's infringement of the '432 Patent is willful.

7 21. Ricoh is entitled to recover damages adequate to compensate for Aeroflex's
8 infringement.
9

10 **COUNT 2**

11 22. Ricoh repeats and realleges the allegations set forth in paragraphs 1 through 15 hereof.

12 23. Upon information and belief, AMI has been and is now infringing the '432 Patent by
13 utilizing in the United States the process of one or more of claims 13-17 of the '432 Patent as
14 part of the process of manufacturing application specific integrated circuits, and/or by selling,
15 offering to sell and/or importing into the United States, application specific integrated circuits
16 made with the use and/or by the process of one or more of claims 13-17 of the '432 Patent,
17 either literally or under the doctrine of equivalents.
18
19

20 24. Upon information and belief, AMI will continue to infringe the '432 Patent unless
21 enjoined by this Court.
22

23 25. As a consequence of AMI's infringement, Ricoh has been irreparably damaged to an
24 extent not yet determined, and Ricoh will continue to be irreparably damaged by such acts in
25 the future unless AMI is enjoined by this Court from committing further acts of infringement.
26

27 26. Upon information and belief, AMI's infringement of the '432 Patent is willful.
28

1 27. Ricoh is entitled to recover damages adequate to compensate for AMI's infringement.

2 **COUNT 3**

3 28. Ricoh repeats and realleges the allegations set forth in paragraphs 1 through 15 hereof.

4
5 29. Upon information and belief, Matrox has been and is now infringing the '432 Patent by
6 utilizing in the United States the process of one or more of claims 13-17 of the '432 Patent as
7 part of the process of manufacturing application specific integrated circuits, and/or by selling,
8 offering to sell and/or importing into the United States, application specific integrated circuits
9 made with the use and/or by the process of one or more of claims 13-17 of the '432 Patent,
10 either literally or under the doctrine of equivalents.
11

12
13 30. Upon information and belief, Matrox will continue to infringe the '432 Patent unless
14 enjoined by this Court.

15
16 31. As a consequence of Matrox's infringement, Ricoh has been irreparably damaged to an
17 extent not yet determined, and Ricoh will continue to be irreparably damaged by such acts in
18 the future unless Matrox is enjoined by this Court from committing further acts of
19 infringement.
20

21 32. Upon information and belief, Matrox's infringement of the '432 Patent is willful.

22 33. Ricoh is entitled to recover damages adequate to compensate for Matrox's
23 infringement.
24

25 **COUNT 4**

26 34. Ricoh repeats and realleges the allegations set forth in paragraphs 1 through 15 hereof.
27
28

1 35. Upon information and belief, Matrox Graphics has been and is now infringing the '432
2 Patent by utilizing in the United States the process of one or more of claims 13-17 of the '432
3 Patent as part of the process of manufacturing application specific integrated circuits, and/or
4 by selling, offering to sell and/or importing into the United States, application specific
5 integrated circuits made with the use and/or by the process of one or more of claims 13-17 of
6 the '432 Patent, either literally or under the doctrine of equivalents.
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8
9 36. Upon information and belief, Matrox Graphics will continue to infringe the '432 Patent
10 unless enjoined by this Court.

11 37. As a consequence of Matrox Graphics' infringement, Ricoh has been irreparably
12 damaged to an extent not yet determined, and Ricoh will continue to be irreparably damaged
13 by such acts in the future unless Matrox Graphics is enjoined by this Court from committing
14 further acts of infringement.
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16

17 38. Upon information and belief, Matrox Graphics' infringement of the '432 Patent is
18 willful.

19 39. Ricoh is entitled to recover damages adequate to compensate for Matrox Graphics'
20 infringement.
21

22 **COUNT 5**
23

24 40. Ricoh repeats and realleges the allegations set forth in paragraphs 1 through 15 hereof.

25 41. Upon information and belief, Matrox Int'l has been and is now infringing the '432
26 Patent by utilizing in the United States the process of one or more of claims 13-17 of the '432
27 Patent as part of the process of manufacturing application specific integrated circuits, and/or
28

1 by selling, offering to sell and/or importing into the United States, application specific
2 integrated circuits made with the use and/or by the process of one or more of claims 13-17 of
3 the '432 Patent, either literally or under the doctrine of equivalents.
4

5 42. Upon information and belief, Matrox Int'l will continue to infringe the '432 Patent
6 unless enjoined by this Court.

7 43. As a consequence of Matrox Int'l's infringement, Ricoh has been irreparably damaged
8
9 to an extent not yet determined, and Ricoh will continue to be irreparably damaged by such
10 acts in the future unless Matrox Int'l is enjoined by this Court from committing further acts of
11 infringement.
12

13 44. Upon information and belief, Matrox Int'l's infringement of the '432 Patent is willful.

14 45. Ricoh is entitled to recover damages adequate to compensate for Matrox Int'l's
15 infringement.
16

17 **COUNT 6**

18 46. Ricoh repeats and realleges the allegations set forth in paragraphs 1 through 15 hereof.

19 47. Upon information and belief, Matrox Tech has been and is now infringing the '432
20 Patent by utilizing in the United States the process of one or more of claims 13-17 of the '432
21 Patent as part of the process of manufacturing application specific integrated circuits, and/or
22 by selling, offering to sell and/or importing into the United States, application specific
23 integrated circuits made with the use and/or by the process of one or more of claims 13-17 of
24 the '432 Patent, either literally or under the doctrine of equivalents.
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1 48. Upon information and belief, Matrox Tech will continue to infringe the '432 Patent
2 unless enjoined by this Court.

3 49. As a consequence of Matrox Tech's infringement, Ricoh has been irreparably damaged
4 to an extent not yet determined, and Ricoh will continue to be irreparably damaged by such
5 acts in the future unless Matrox Tech is enjoined by this Court from committing further acts
6 of infringement.
7

8
9 50. Upon information and belief, Matrox Tech's infringement of the '432 Patent is willful.

10 51. Ricoh is entitled to recover damages adequate to compensate for Matrox Tech's
11 infringement.
12

13 **COUNT 7**

14 52. Ricoh repeats and realleges the allegations set forth in paragraphs 1 through 15 hereof.

15 53. Upon information and belief, UTMC has been and is now infringing the '432 Patent by
16 utilizing in the United States the process of one or more of claims 13-17 of the '432 Patent as
17 part of the process of manufacturing application specific integrated circuits, and/or by selling,
18 offering to sell and/or importing into the United States, application specific integrated circuits
19 made with the use and/or by the process of one or more of claims 13-17 of the '432 Patent,
20 either literally or under the doctrine of equivalents.
21

22 54. Upon information and belief, UTMC will continue to infringe the '432 Patent unless
23 enjoined by this Court.
24

25 55. As a consequence of UTMC's infringement, Ricoh has been irreparably damaged to an
26 extent not yet determined, and Ricoh will continue to be irreparably damaged by such acts in
27
28

1 the future unless UPMC is enjoined by this Court from committing further acts of
2 infringement.

3 56. Upon information and belief, UPMC's infringement of the '432 Patent is willful.

4
5 57. Ricoh is entitled to recover damages adequate to compensate for UPMC's
6 infringement.

7
8 **PRAYER FOR RELIEF**

9 WHEREFORE, Ricoh prays for entry of judgment:

10 A. that Aeroflex has infringed the '432 Patent;

11 B. that Aeroflex, its agents, employees, representatives, successors, and assigns and those
12 acting, or purporting to act, in privity or in concert with Aeroflex, be preliminarily and
13 permanently enjoined from further infringement of the '432 Patent;

14 C. that Aeroflex account for and pay to Ricoh all damages under 35 U.S.C. § 284, including
15 enhanced damages, caused by the infringement of the '432 Patent, and attorneys' fees
16 pursuant to 35 U.S.C. § 285;

17 D. that Ricoh be granted pre-judgment and post-judgment interest on the damages caused to
18 it by reason of Aeroflex's infringement of the '432 Patent;

19 E. that AMI has infringed the '432 Patent;

20 F. that AMI, its agents, employees, representatives, successors, and assigns and those acting,
21 or purporting to act, in privity or in concert with AMI, be preliminarily and permanently
22 enjoined from further infringement of the '432 Patent;

1 G. that AMI account for and pay to Ricoh all damages under 35 U.S.C. § 284, including
2 enhanced damages, caused by the infringement of the '432 Patent, and attorneys' fees
3 pursuant to 35 U.S.C. § 285;

4
5 H. that Ricoh be granted pre-judgment and post-judgment interest on the damages caused to
6 it by reason of AMI's infringement of the '432 Patent;

7 I. that Matrox has infringed the '432 Patent;

8
9 J. that Matrox, its agents, employees, representatives, successors, and assigns and those
10 acting, or purporting to act, in privity or in concert with Matrox, be preliminarily and
11 permanently enjoined from further infringement of the '432 Patent;

12
13 K. that Matrox account for and pay to Ricoh all damages under 35 U.S.C. § 284, including
14 enhanced damages, caused by the infringement of the '432 Patent, and attorneys' fees
15 pursuant to 35 U.S.C. § 285;

16
17 L. that Ricoh be granted pre-judgment and post-judgment interest on the damages caused to
18 it by reason of Matrox's infringement of the '432 Patent;

19 M. that Matrox Graphics has infringed the '432 Patent;

20
21 N. that Matrox Graphics, its agents, employees, representatives, successors, and assigns and
22 those acting, or purporting to act, in privity or in concert with Matrox Graphics, be
23 preliminarily and permanently enjoined from further infringement of the '432 Patent;

24
25 O. that Matrox Graphics account for and pay to Ricoh all damages under 35 U.S.C. § 284,
26 including enhanced damages, caused by the infringement of the '432 Patent, and attorneys'
27 fees pursuant to 35 U.S.C. § 285;

1 P. that Ricoh be granted pre-judgment and post-judgment interest on the damages caused to
2 it by reason of Matrox Graphics' infringement of the '432 Patent;

3 Q. that Matrox Int'l has infringed the '432 Patent;

4
5 R. that Matrox Int'l, its agents, employees, representatives, successors, and assigns and those
6 acting, or purporting to act, in privity or in concert with Matrox Int'l, be preliminarily and
7 permanently enjoined from further infringement of the '432 Patent;

8
9 S. that Matrox Int'l account for and pay to Ricoh all damages under 35 U.S.C. § 284,
10 including enhanced damages, caused by the infringement of the '432 Patent, and attorneys'
11 fees pursuant to 35 U.S.C. § 285;

12
13 T. that Ricoh be granted pre-judgment and post-judgment interest on the damages caused to
14 it by reason of Matrox Int'l's infringement of the '432 Patent;

15
16 U. that Matrox Tech has infringed the '432 Patent;

17 V. that Matrox Tech, its agents, employees, representatives, successors, and assigns and
18 those acting, or purporting to act, in privity or in concert with Matrox Tech, be preliminarily
19 and permanently enjoined from further infringement of the '432 Patent;

20
21 W. that Matrox Tech account for and pay to Ricoh all damages under 35 U.S.C. § 284,
22 including enhanced damages, caused by the infringement of the '432 Patent, and attorneys'
23 fees pursuant to 35 U.S.C. § 285;

24
25 X. that Ricoh be granted pre-judgment and post-judgment interest on the damages caused to
26 it by reason of Matrox Tech's infringement of the '432 Patent;

27
28 Y. that costs be awarded to Ricoh; and

1 Z. that Ricoh be granted such other and further relief as the Court may deem just and proper
2 under the current circumstances;

3 AA. that UPMC has infringed the '432 Patent;

4
5 BB.that UPMC, its agents, employees, representatives, successors, and assigns and those
6 acting, or purporting to act, in privity or in concert with UPMC, be preliminarily and
7 permanently enjoined from further infringement of the '432 Patent;

8
9 CC. that UPMC account for and pay to Ricoh all damages under 35 U.S.C. § 284, including
10 enhanced damages, caused by the infringement of the '432 Patent, and attorneys' fees
11 pursuant to 35 U.S.C. § 285; and
12

13 DD. that Ricoh be granted pre-judgment and post-judgment interest on the damages
14 caused to it by reason of UPMC's infringement of the '432 Patent.

15 Ricoh Company, Ltd.

16 By: _____/s/_____

17 Jeffrey B. Demain (SBN 126715)

18 Jonathan Weissglass (SBN 185008)

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